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CARRIERS—LOSS OF BAGGAGE—LIABILITIES.—MARSHALL v. PONTIAC, O., AND N. R. R. Co., 85 N. W. 242 (Mich.).—Plaintiff bought a ticket for the sole purpose of checking his trunk. He did not ride on the train. The trunk arrived safely at its destination, but was stolen from the baggage-room by burglars. *Held*, that defendant company was a gratuitous bailee, and only liable for gross negligence.

The same rules of care and diligence on the part of a railroad company apply whether the baggage is forwarded on same, preceding or subsequent train. *Warren* v. *Burlington, etc., R. R. Co.*, 92 Am. Dec. 389; *Logan* v. *Pontchartrain Ry.*, 11 Rob. (La.) 24. These cases apply to *bona fide* passengers. The court holds that inasmuch as the plaintiff did not intend to be a passenger, but intended to go to his destination by his own conveyance, he might have sold his ticket to another passenger, thus paying nothing for the transportation of his baggage, and stand in no different light from that in which he does now. He was not a *bona fide* passenger, and the railroad company was a gratuitous bailee.

COLLEGES—LIABILITY FOR INJURY TO STUDENT.—CURRIER v. TRUSTEES OF DARTMOUTH COLLEGE ET AL., 105 FED. 886.—A college by reason of its eleemosynary nature and its relation to its students, is not liable for a personal injury to a student caused by the negligence of the superintendent of college buildings, in throwing down a chimney, while clearing land, owned by the college, preliminary to erecting thereon a heating plant for college purposes.

This is a unique case, as the liability of a college, for a tort committed by its agent, has not been definitely decided. A corporation established for the maintenance of a public charitable hospital, which has exercised due care in the selection of its agents is not liable for injury to a patient caused by their negligence. *McDonald* v *Mass. General Hospital*, 120 Mass. 432. A student, upon entering college, submits himself, physically and intellectually, to the college management and as a college is, in part, a charitable institution, not managed for private gain, it would seem against principle to allow it to be held liable in this case.

CONSTITUTIONAL LAW—DOG LICENSES—HUMANE SOCIETY—DUE PROCESS.—FOX v. MOHAWK & H. R. HUMANE SOCIETY, 59 U. S. 353 (N. Y.).—The taking of dogs, for the non-payment of a license fee, by a humane society having such power conferred upon it by statute, does not constitute a taking of property without due process of law.

Summary confiscation of domestic animals would undoubtedly be unconstitutional. *Rockwell* v. *Nearing*, 35 N. Y. 302. But dogs have always been held to be entitled to less regard than more useful and less harmful animals. Hence, though dogs are recognized as property to a certain degree, it is within the discretion of the legislature to say how far dogs shall be so recognized; and taxes upon dogs and regulations as regards them have in most States been regarded as a legitimate exercise of the police power. *Tower* v. *Tower*, 18 Pick. 262; *Morey* v. *Brown*, 42 N. H. 373; *Tenny* v. *Luiz*, 16 Wis. 566. A contrary view is taken in *Washington* v. *Meigs*, 1 McArth. 53.

CONTRACT OF EMPLOYMENT—BREACH—DISCHARGE FOR CAUSE—PART PERFORMANCE—QUANTUM MERUIT.—HILDEBRAND v. AMERICAN FINE ART CO., 85 N. W. 268 (Wis.).—Plaintiff bound himself to work solely for the defendant for one year. He was discharged for cause before the end of the period of employment. *Held*, that plaintiff could recover on the contract for part performance.